

# EXHIBIT A



**TO:** Eva Kalawski, General Counsel  
Platinum Equity Advisors, LLC  
360 N Crescent Dr Bldg South  
Beverly Hills, CA 90210-2529

**RE: Process Served in New Jersey**

**FOR:** Transworld Systems Inc. (Domestic State: CA)

**Service of Process**

**Transmittal**

03/06/2018

CT Log Number 532914145

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** JOHN FLORIANI, Pltf. vs. TRPNSWORLD SYSTEMS INC., et al., Dfts.

**DOCUMENT(S) SERVED:** Attachment(s), Complaint

**COURT/AGENCY:** Bergen County Superior Court - Law Division, NJ  
Case # BERDC00316618

**NATURE OF ACTION:** VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

**ON WHOM PROCESS WAS SERVED:** The Corporation Trust Company, West Trenton, NJ

**DATE AND HOUR OF SERVICE:** By Certified Mail on 03/06/2018 postmarked on 03/02/2018

**JURISDICTION SERVED :** New Jersey

**APPEARANCE OR ANSWER DUE:** Within 35 days from the date of service

**ATTORNEY(S) / SENDER(S):** Louis J. Johnson Jr.  
50 Harrison Street, PH-458  
Hoboken, NJ 07030  
201-552-6858

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780113063723  
Image SOP  
Email Notification, Eva Kalawski [ekalawski@platinumequity.com](mailto:ekalawski@platinumequity.com)  
Email Notification, Justin Maroldi [jmaroldi@platinumequity.com](mailto:jmaroldi@platinumequity.com)  
Email Notification, Stacy Mengel [smengel@platinumequity.com](mailto:smengel@platinumequity.com)

**SIGNED:**  
**ADDRESS:** The Corporation Trust Company  
820 Bear Tavern Road  
3rd Floor  
West Trenton, NJ 08628

**TELEPHONE:** 609-538-1818

**CERTIFIED MAIL™**

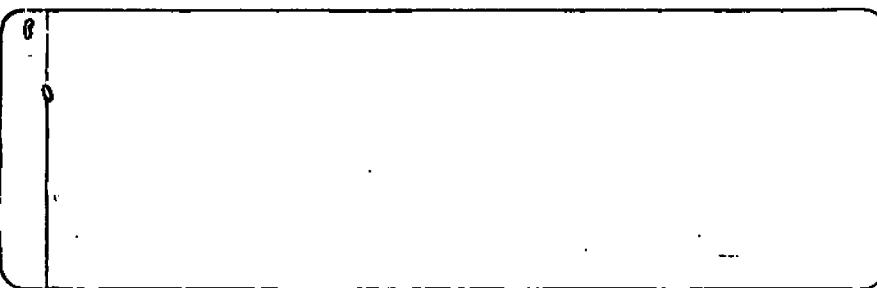
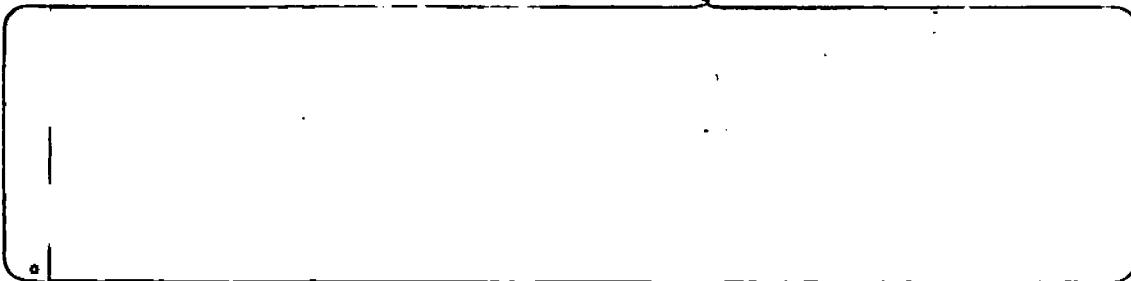
Case 2:18-cv-03488-ES-CLW Document 1-2 Filed 03/13/18 Page 3 of 26 PageID: 7



U.S. POSTAGE ▶ PITNEY BOWES



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USPS CERTIFIED MAIL™

BERDC00316618  
Bergen Civil Div.  
10 Main Street  
Hackensack NJ 07601  
(201) 527-2700



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00010 13

TRANSWORLD SYSTEMS INC.  
C/O THE CORPORATION TRUST COMPANY  
820 BEAR TAVERN ROAD  
WEST TRENTON NJ 08628



 <p>Court's Address and Phone Number: BERGEN Special Civil Part 10 MAIN STREET HACKENSACK, NJ 07601-0000 201-527-2700</p>	<p>Superior Court of New Jersey Law Division, Special Civil Part BERGEN County Docket No: BER-DC-003166-18</p> <p><b>Civil Action</b> <b>CONTRACT DISPUTE</b></p>										
<p align="center"><b>YOU ARE BEING SUED!</b></p>											
<p><b>Person or Business Suing You (Plaintiff)</b> JOHN FLORIANI</p> <p>See Page 3 for Plaintiff list</p> <p><b>Plaintiff's Attorney Information</b> LOUIS JOSEPH JOHNSON LOUIS J. JOHNSON JR., LLC 50 HARRISON ST PH-458 HOBOKEN, NJ 07030-0000 201-552-6858</p>	<p><b>Person or Business Being Sued (Defendant)</b> TRANSWORLD SYSTEMS INC., HACKENSACKUMC FITNESS, ABC CORPS I-X</p> <p>See Page 3 for Defendant list</p> <p><b>The Person or Business Suing You Claims You Owe the Following:</b></p> <table border="1"><tr><td>Demand Amount</td><td>\$5000.00</td></tr><tr><td>Filing Fee</td><td>\$80.00</td></tr><tr><td>Service Fee</td><td>\$14.00</td></tr><tr><td>Attorney's Fees</td><td>\$2500.00</td></tr><tr><td><b>TOTAL</b></td><td><b>\$7594.00</b></td></tr></table>	Demand Amount	\$5000.00	Filing Fee	\$80.00	Service Fee	\$14.00	Attorney's Fees	\$2500.00	<b>TOTAL</b>	<b>\$7594.00</b>
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Filing Fee	\$80.00										
Service Fee	\$14.00										
Attorney's Fees	\$2500.00										
<b>TOTAL</b>	<b>\$7594.00</b>										
<p align="center"><b>FOR JUDICIARY USE ONLY</b></p>											
<p>In the attached complaint, the person or business suing you briefly tells the court his or her version of the facts of the case and how much money he or she claims you owe. If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 35 days from the date of service to file your answer or a signed agreement. If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.</p>											
<p><b><u>IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 04/09/2018, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:</u></b></p>											
<ol style="list-style-type: none"><li><b><i>Answer the complaint.</i></b> An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the Judiciary's Internet site <a href="http://njcourts.gov">njcourts.gov</a> under the section for Forms. If you decide to file an answer to the complaint made against you:<ul style="list-style-type: none"><li>• Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: <b>Treasurer, State of New Jersey</b>. Include <b>BER-DC-003166-18</b> (your Docket Number) on the check.</li><li>• Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.</li><li>• Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before <b>04/09/2018</b>.</li></ul></li><li><b><i>Resolve the dispute.</i></b> Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the <b>SIGNED</b> agreement to the court's address listed above on or before <b>04/09/2018</b>.</li></ol>											
<p><b>Please Note - You may wish to get an attorney to represent you.</b> If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at 201-487-2166. If you can afford to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at 201-488-0044. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.</p>											
<p align="right"><i>/s/ Michelle M. Smith</i> Clerk of the Superior Court</p>											





Dirección y teléfono del tribunal  
Parte Civil Especial de BERGEN  
10 MAIN STREET  
HACKENSACK, NJ 07601-0000  
201-527-2700

El Tribunal Superior de Nueva Jersey  
División de Derecho, Parte Civil Especial  
Condado de BERGEN  
Número del expediente BER-DC-003166-18  
Demandada de Acción Civil  
NOTIFICACIÓN DE DEMANDA  
CONTRACT DISPUTE

### ¡LE ESTÁN DEMANDANDO!

**Persona o entidad comercial que le está demandando (*el demandante*)**

JOHN FLORIANI

See Page 3 for Plaintiff list

**Información sobre el abogado del demandante**

LOUIS JOSEPH JOHNSON  
LOUIS J. JOHNSON JR., LLC  
50 HARRISON ST PH-458  
HOBOKEN, NJ 07030-0000  
201-552-6858

**Persona o comercial ser demandada (*el demandado*)**

TRANSWORLD SYSTEMS INC., HACKENSACKUMC FITNESS,  
ABC CORPS I-X

See Page 3 for Defendant list

**La persona o comercial que le está demandando afirma que usted le debe lo siguiente:**

Cantidad a la vista	\$5000.00
Tasa judicial	\$80.00
Cargo del emplazamiento	\$14.00
Honorarios del abogado	\$2500.00
<b>TOTAL</b>	<b>\$7594.00</b>

### PARA USO EXCLUSIVO DEL PODER JUDICIAL

En la demanda adjunta la persona o entidad comercial que le está demandando le informa brevemente al juez su versión de los hechos de la causa y la suma de dinero que afirma que usted le debe. **Si usted no responde a la demanda puede perder la causa automáticamente y el juez puede dar al demandante lo que está pidiendo más intereses y los costos legales.** Usted tiene 35 días a partir de la fecha del emplazamiento para presentar su respuesta o un acuerdo firmado. Si se dicta un fallo en su contra, un Oficial de la Parte Civil Especial puede embargar su dinero, sueldo o sus bienes muebles (personales) para pagar todo el fallo o una parte del mismo. El fallo es válido por 20 años.

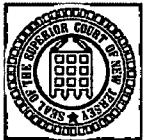
**SI USTED NO ESTÁ DE ACUERDO CON LAS ALEGACIONES DEL DEMANDANTE, EL TRIBUNAL TIENE QUE RECIBIR UNA RESPUESTA POR ESCRITO O UN ACUERDO FIRMADO PARA EL 04/09/2018 O ANTES DE ESA FECHA, O EL JUEZ PUEDE EMITIR UN FALLO EN SU CONTRA. SI USTED NO ESTÁ DE ACUERDO CON EL DEMANDANTE, DEBE HACER UNA DE LAS SIGUIENTES COSAS O LAS DOS:**

- Responder a la demanda.** Un formulario de respuesta que le explicará cómo responder a la demanda está disponible en cualquiera de las Oficinas de la Parte Civil Especial de Nueva Jersey o en el sitio Internet del Poder Judicial [njcourts.gov](http://njcourts.gov) bajo la sección de formularios (Forms). Si usted decide presentar una respuesta a la demanda que se hizo en su contra:
  - Llene el formulario de Respuesta Y pague la tasa judicial de presentación que corresponda mediante un cheque o giro bancario o postal acreditable al: "*Treasurer, State of New Jersey*" (Tesorero del Estado de Nueva Jersey). Incluya **BER-DC-003166-18** (el número de su expediente) en el cheque.
  - Envíe por correo el formulario de Repuesta llenado y el cheque o giro bancario o postal a la dirección del tribunal que figura más arriba, o entréguelos personalmente en dicha dirección.
  - Entregue personalmente o envíe por correo común una copia del formulario de Repuesta llenado al abogado del demandante. Si el demandante no tiene abogado, envíe su formulario de respuesta llenado al demandante por correo común y por correo certificado. Esto SE TIENE que hacer al mismo tiempo que presente su Respuesta al tribunal a más tardar el **04/09/2018**.
- Resolver la disputa.** Comuníquese con el abogado del demandante, o con el demandante si éste no tiene abogado, para resolver esta disputa. El demandante puede estar de acuerdo con aceptar arreglos de pago. **Si llegara a un acuerdo, envíe por correo o entregar personalmente el acuerdo FIRMADO** a la dirección del tribunal que figura más arriba, o entréguelo personalmente en dicha dirección a más tardar el **04/09/2018**.

**Nota - Puede que usted quiera conseguir que un abogado para que lo represente.** Si usted no puede pagar a un abogado, podría obtener consejos legales gratuitos si se comunica con Legal Services (Servicios Legales) llamando al 201-487-2166. Si usted puede pagar a un abogado, pero no conoce a ninguno, puede llamar al Lawyer Referral Services (Servicios de Recomendación de Abogados) del Colegio de Abogados (Bar Association) de su condado local al 201-488-0044. Notifique al tribunal ahora si usted necesita un intérprete o un arreglo por una discapacidad para cualquier comparecencia futura en el tribunal.

/s/ Michelle M. Smith

Subsecretario(a) del Tribunal Superior

 <p>Court's Address and Phone Number: BERGEN Special Civil Part 10 MAIN STREET HACKENSACK, NJ 07601-0000  201-527-2700</p>	<p><b>Superior Court of New Jersey Law Division, Special Civil Part BERGEN County Docket No: BER-DC-003166-18</b></p> <p><b>Civil Action SUMMONS CONTRACT DISPUTE</b></p>
<b><u>Additional Plaintiffs/demandantes adicionales</u></b>  <del>ABC CORPS I-X</del>	<b><u>Additional Defendants/demandados adicionales</u></b>  HACKENSACKUMC FITNESS ABC CORPS I-X



Louis J. Johnson Jr. Attny. ID#209332017  
50 Harrison Street, PH-458  
Hoboken, New Jersey 07030  
Tel: (201) 552-6858 / Fax: (201) 552-6857  
Email: ljohnson@louisjohnsonlaw.com  
Attorney for Plaintiff John Floriani

JOHN FLORIANI,  Plaintiff,  vs.  TRANSWORLD SYSTEMS INC.; HACKENSACKUMC FITNESS; ABC CORPS I-X,  Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: SPECIAL CIVIL PART BERGEN COUNTY  Docket No.: DC-  Civil Action  <b>COMPLAINT</b>
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John Floriani, of full age, hereby Complains of Defendants as follows:

**JURISDICTION AND VENUE**

1. Jurisdiction of this Court arises under 28 U.S.C. §1331 and pursuant to 15 U.S.C. §1692k(d) and the amount in controversy does not exceed \$15,000.00.
2. This action arises out of Defendant HackensackUMC Fitness' breach of contract and Defendant Transworld Systems Inc.'s subsequent violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA") in its illegal efforts to collect an alleged consumer debt from Plaintiff.
3. Venue is proper in this County because the Defendant HackensackUMC Fitness actually does business here and therefore is



deemed to reside here.

4. Defendant Transworld Systems Inc. transacted business within the State of New Jersey by attempting to collect this debt from Plaintiff while located within and permanently residing within the State of New Jersey.

PARTIES

5. Plaintiff John Floriani is a natural person who resides in the State of New Jersey with his permanent residence at 508 85<sup>th</sup> Street, North Bergen, New Jersey 07047 and is a "consumer" as that term is defined by 15 U.S.C. §1692a(3).

6. Defendant Transworld Systems Inc. is a Foreign For Profit California Corporation and is a "debt collector" as that term is defined by 15 U.S.C. §1692a(6). Defendant Transworld Systems Inc. maintains an agent for service of process at The Corporation Trust Company, 820 Bear Tavern Road, West Trenton, New Jersey 08628.

7. Defendant HackensackUMC Fitness is an alleged "creditor" as the term is defined by 15 U.S.C. §1692a(4) and operates from addresses which include 87 State Route 17 North, Maywood, New Jersey 07607.

8. ABC CORPS I-X are presently unknown parties, persons or business entities, or are owners/members/officers of any or all of the named and unnamed business entities against whom Plaintiff is entitled to relief. Such people will be identified and named in successive Amended Complaints as soon as possible.

**FACTUAL ALLEGATIONS**

9. Upon information and belief, in or around 2016 Plaintiff inquired about gym membership to use Defendant HackensackUMC Fitness's facilities.

10. Upon information and belief, shortly thereafter Plaintiff informed Defendant he was moving to another County and wished to cancel any contract entered into with Defendant. Defendant HackensackUMC instructed Defendant to send such request in writing. Plaintiff complied and sent via regular mail and without retaining a copy of the same, notification of revocation of gym membership.

11. HackensackUMC Fitness proceeded to continue to automatically bill Plaintiff with billing information it kept on file. After Plaintiff cancelled the payment method, Defendant HackensackUMC sent this account to collections.

12. Upon information and belief, Defendant Transworld began collecting the account and has sent numerous, multiple and continuing debt collection letters and persistent cellular telephone communications in an attempt to collect the alleged debt on numerous occasions despite Plaintiff's informing Defendant Transworld on multiple occasions that Plaintiff denies any amount is owed to any or all of these Defendants.

13. By way of example, a copy of a debt collection letter sent by Transworld dated 02/27/2017 is annexed hereto.



14. Upon information and belief, during its collection effort, Defendant collector(s) have refused to verify the validity of any debt owed by Plaintiff. On multiple occasions, Plaintiff has disputed the validity of this debt, refused to pay the alleged debt and demanded Plaintiff cease its collection efforts. Each telephone call from Defendant is a communication as that term is defined by 15 U.S.C. §1692a(2) in an attempt to collect an alleged "debt" as that term is defined by 15 U.S.C. §1692a(5), namely, a consumer debt. Plaintiff did not provide consent to be contacted via his cellular telephone from this Defendant.

15. The consumer debt at issue is for personal, family and household purposes.

16. The United States Supreme Court has recognized a citizen's home as "the last citadel of the tired, the weary, and the sick," Gregory v. Chicago, 394 U.S. 111, 125 (1969), and has noted that "[p]reserving the sanctity of the home, the one retreat to which men and women can repair to escape from the tribulations of their daily pursuits, is surely an important value." Carey v. Brown, 447 U.S. 455, 471 (1980).

17. Upon information and belief, no debt is owed by this Plaintiff to this or any of these Defendants. Despite this, Defendants caused Plaintiff's cellular telephone to ring repeatedly on multiple occasions throughout the past year.

18. The communications in attempts to collect a debt by the

Defendant debt collectors were false, deceptive, harassing, oppressive, and abusive collection communication made in violation of numerous and multiple provisions of the FDCPA, including but not limited to 15 U.S.C. §§ 1692c(c), 1692d, 1692d(2), 1692d(5), 1692d(6), 1692d, 1692e, 1692e(1), 1692e(2), 1692e(5) 1692e(9), 1692e(10), 1692e(11), 1692e(14), 1692f, 1692f(1), 1692f(8), and 1692g(b) amongst others.

19. All of the above-described collection communications made to Plaintiff(s) and others by each individual and the other collection agents employed by Defendant Transworld were made in violation of numerous and multiple provisions of the FDCPA, including but not limited to all of the provisions of the FDCPA cited herein, as well as an invasion of their privacy by an intrusion upon seclusion.

20. Defendant collectors included the following notice buried on the backside of the debt collection letter annexed as Exhibit 1: "If you have a complaint about the way we are collecting your debt, please visit our website at <https://www.transworldpayments.com> or contact the FTC online at [www.ftc.gov](http://www.ftc.gov); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580."

21. Defendants violated 1692e(14) by including the aforementioned statement, as the true name of the debt collector's business is not "Trans World Payments" or any variation of the



same. Defendants violated sections including 1692e(1) by including the aforementioned statement, as the debt collectors are not, upon information and belief, affiliated with the United States or any state government or the FTC. The option to visit the debt collectors' website, which has since upon information and belief been removed from the internet, was presented to the consumer in a misleading way whereby the consumer could have reasonably believed the collection agency or debt collectors were affiliated with the FTC.

22. The Defendants violated 1692b(5) and other provisions of the FDCPA by indicating debt collection business on the envelope or communication included herewith.

23. This series of abusive collection calls and letters by Defendants caused Plaintiff to become physically ill because of the aggressive manner in which this debt was collected by these Defendants.

24. Plaintiff has suffered actual damages as a result of these illegal collection communications by these Defendants in the form of anger, anxiety, emotional distress, fear, frustration, upset, humiliation, embarrassment, amongst other negative emotions, as well as suffering from unjustified and abusive invasions of personal privacy.

25. The acts and omissions of these individuals, and the other debt collectors employed as agents by Defendant who

communicated with Plaintiff as further described herein, were committed within the time and space limits of their agency relationship with their principal, Defendant HackensackUMC.

26. The acts and omissions by these individuals and these other debt collectors were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by Defendant in collecting consumer debts.

27. By committing these acts and omissions against Plaintiff, these individuals and these other debt collectors were motivated to benefit their principal, Defendants.

28. Defendant Transworld is also or formerly known as Dunn, Inc., Credit Management Services, North Shore Agency, and Total Debt Management.

29. Defendants are therefore liable to Plaintiff through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions done in violation of State and Federal law by its collection employees, including but not limited to violations of the FDCPA and New Jersey law, in its attempts to collect this debt from Plaintiff.

CAUSES OF ACTION

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. §1692 ET SEQ.



30. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

31. The foregoing acts and omissions of each Defendant and its agents constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §1692 et seq., with respect to each Plaintiff.

32. As a result of each of Defendants' violations of the FDCPA, each Plaintiff is entitled to actual damages pursuant to 15 U.S.C. §1692k(a)(1); statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. §1692k(a)(3), from Defendants herein.

COUNT II.

INVASION OF PRIVACY BY INTRUSION UPON SECLUSION

33. Plaintiff incorporates by reference all of the paragraphs of this Complaint as though fully stated herein.

34. Congress explicitly recognized a consumer's inherent right to privacy in collection matters in passing the Fair Debt Collection Practices Act, when it stated as part of its findings:

Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

15 U.S.C. §1692(a) (emphasis added).

35. Congress further recognized a consumer's right to privacy in financial data in passing the Gramm Leach Bliley Act, which regulates the privacy of consumer financial data for a broad range of "financial institutions" including debt collectors albeit without a private right of action, when it stated as part of its purposes:

It is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to protect the security and confidentiality of those customers' nonpublic personal information.

15 U.S.C. §6801(a) (emphasis added).

36. Each Defendant and/or its agents intentionally and/or negligently interfered, physically or otherwise, with the solitude, seclusion and or private concerns or affairs of these Plaintiff(s), namely, by unlawfully attempting to collect a debt from them and disclosing the private financial information, and thereby invaded Plaintiff's privacy.

37. Each Defendant and its agents intentionally and/or negligently caused emotional harm to Plaintiff by engaging in highly offensive conduct in the course of collecting this debt, thereby invading and intruding upon Plaintiff's right to privacy.

38. Plaintiffs had a reasonable expectation of privacy in Plaintiff's solitude, seclusion, private concerns and affairs.

39. The conduct of each Defendant and their agents, in



engaging in the above-described illegal collection conduct against Plaintiffs, resulted in multiple intrusions and invasions of privacy by Defendants which occurred in a way that would be highly offensive to a reasonable person in that position.

40. As a result of such intrusions and invasions of privacy, Plaintiffs are entitled to actual damages in an amount to be determined at trial from each Defendant.

COUNT III

VIOLATIONS OF THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT, N.J.S.A. §56:12-14 ET SEQ.

41. Plaintiff incorporates by reference all of the paragraphs of this Complaint as though fully stated herein.

42. Plaintiff is an aggrieved "consumer" as the term is defined by N.J.S.A. §56:12-15.

43. Each Defendant is a seller, lessor, creditor, lender, bailee or assignee motivated to benefit the same pursuant to N.J.S.A. §56:12-15 to -18.

44. Defendants in the course of their business gave or displayed the annexed notice and others which were written consumer notices to Plaintiff, each of which violate the Defendant's responsibilities under the FDCPA and TCCWNA.

45. As such, each violated any clearly established legal rights of Plaintiff at the time the notice was given or displayed.

46. The foregoing acts and omissions of each Defendant and its agents constitute numerous and multiple violations of Plaintiff's clearly established legal rights under State and Federal law and therefore are each a violation of the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. §§56:12-14 to -18 with respect to each Plaintiff.

47. As a result of each Defendants' violations of State and Federal law, each Plaintiff is entitled to statutory and actual damages, attorney's fees and court costs and equitable relief as contemplated by the applicable statute.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against each and every Defendant:

COUNT I.

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
**15 U.S.C. §1692 ET SEQ.**

- for an award of actual damages pursuant to 15 U.S.C. §1692k(a)(1) against each Defendant and for each Plaintiff;
- for an award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A) against each Defendant and for each Plaintiff;
- for an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. §1692k(a)(3) against each Defendant and for each Plaintiff;



COUNT II.

INVASION OF PRIVACY BY INTRUSION UPON SECLUSION

- for an award of actual damages from each Defendant for the emotional distress suffered as a result of the intentional and/or negligent FDCPA violations and intentional and/or negligent invasions of privacy in an amount to be determined at trial and for each Plaintiff; and
- for such other and further relief as may be just and proper.

COUNT III.

VIOLATIONS OF THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY, AND NOTICE ACT, N.J.S.A. §56:12-14 ET SEQ.

- for an award of actual damages from each Defendant for the emotional distress suffered as a result of the intentional and/or negligent FDCPA violations and intentional and/or negligent invasions of privacy in an amount to be determined at trial and for each Plaintiff; and
- for an award of not less than \$100.00 per violation pursuant to N.J.S.A. §56:12-17; and
- for such other and further relief as may be just and proper.

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Louis J. Johnson Jr., Esq. as trial counsel on the action herein pursuant to the New Jersey Rules of Court.

**CERTIFICATION PURSUANT TO R. 4:5-1(b) (2)**

Plaintiff hereby certifies that there are not any other pending actions in any other court or arbitration, no other such proceedings are presently contemplated and there are no other non-parties who should be joined with this action at this time.

**CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(C)**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Very truly Yours,

**THE LAW OFFICE OF  
LOUIS J. JOHNSON JR., L.L.C.  
Attorney for Plaintiff John  
Floriani**

Dated: 02/27/2018

/s/ Louis J. Johnson Jr.  
Louis J. Johnson Jr.  
ljohnson@louisjohnsonlaw.com  
50 Harrison Street, PH-458  
Hoboken, New Jersey 07030  
Tel: (201) 552-6858  
Fax: (201) 552-6857





DATE: 02/27/17  
OUR ACCOUNT #: [REDACTED] 1289  
CREDITOR: HACKENSACK UMC FITNESS  
CREDITOR'S ACCOUNT #: [REDACTED] 2016  
CURRENT BALANCE DUE: \$184.80

135343 - 140

JOHN FLORIANI  
508 85TH ST  
NORTH BERGEN NJ 07047-5135

MX02

At Transworld Systems Inc. we are committed to working with you to help resolve this account! We hope you will contact us at the number above and let us prove to you how committed we are to that goal.

There are several options that we can currently offer, and it is our hope that one of them will meet your needs.

- Option 1 - Make a payment this month of \$18.50 and then pay \$83.15 each of the next two months and pay your account(s) in full;
- Option 2 - Make 3 equal consecutive monthly payments of \$61.60 and pay your account(s) in full;
- Option 3 - Make 2 equal consecutive monthly payments of \$92.40 and pay your account(s) in full;

Please confirm with one of our representatives which option works best for you and we will note your account accordingly.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

Calls to or from this company may be monitored or recorded for quality assurance.

You may also make payment by visiting us on-line at [www.transworldpayments.com](http://www.transworldpayments.com). Your unique registration code is [REDACTED] 1042.

If you have an income tax refund, perhaps you can use the proceeds to pay this account.  
Office Hours: 8am-9pm Monday-Thursday, 8am-5pm Friday, 8am-12pm Saturday (ET).

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PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)



Our Account #

1289

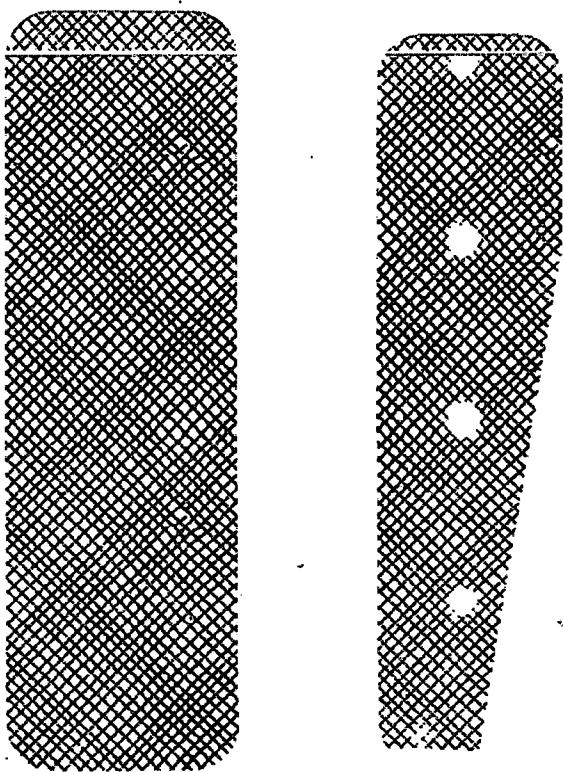
JOHN FLORIANI

Payment Amount

PAP-1041-C-0

Federal and state law prohibit certain methods of debt collection, and require that we treat you fairly. If you have a complaint about the way we are collecting your debt, please visit our website at <https://www.transworldpayments.com> or contact the FTC online at [www.ftc.gov](http://www.ftc.gov); by phone at 1-877-FTC-HELP; or by mail at 600 Pennsylvania Ave., NW, Washington, DC 20580.

If you want information about your rights when you are contacted by a debt collector, please contact the FTC.



FIRST CLASS

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
DPCH



OSE-103-E-0

DPCH#10



DPCH #9

**PLEASE...** write account number on correspondence  
and make sure address shows through window.  
**THANK YOU.**

BRE-104-C-0